

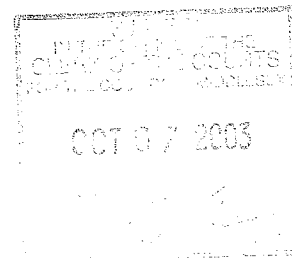
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COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT

MIDDLESEX, ss.

SUPERIOR COURT DEPT.
CIVIL ACTION NO. MICV2003-02512

CROWN CASTLE ATLANTIC LLC)
)
 PLAINTIFF)
)
 vs.)
)
 GUY A. MCKAY AND)
 SHERYLL MCKAY)
)
 DEFENDANTS)
)



AFFIDAVIT OF ATTORNEY EARL W. DUVAL

I, Attorney Earl W. Duval, being duly sworn, do hereby depose and state as follows:

1. I am over the age of eighteen (18) and competent to testify as to the matter recited herein.
2. I am with the Law Firm of Duval, Bellone, Cranford & Celli, P.C with offices at the Boott Cotton Mills, 100 Foot of John Street, Lowell, Massachusetts and I am the Attorney of record for the Plaintiff, Crown Castle Atlantic LLC ("Crown").
3. I have been working with my client to resolve the issue that has been set forth in Crown's Complaint and Demand dated June 13, 2003 and filed with this Court on the same date for the last sixteen (16) months. (See "**Exhibit 1**").
4. On June 13, 2003, this Court granted Crown's Motion to Appoint a Special Process Server to serve the Complaint and Summons upon the defendants Guy A. McKay and

Sheryl McKay (“McKays”) at their last known address of 181 Grant Street, Lexington, Massachusetts. (See “**Exhibit 2**”).

5. On June 20, 2003, the Constable appointed in accordance with Crown’s granted Motion to Appoint a Special Process Server served the Complaint by hand upon the McKays by leaving true and attested copies thereof at their last known address of 181 Grant Street, Lexington, Massachusetts. (See “**Exhibit 3**”).
6. By reviewing the documentation provided to me by Crown, I have determined that on or about August 12, 1996, Guy A. McKay and Sheryl McKay (“McKays”) entered into a Land Lease Agreement (“Lease”) with Crown’s predecessor-in-interest, Celco Partnership, a Delaware General Partnership d/b/a Bell Atlantic NYNEX Mobile (“BANM”). Having reviewed the Lease, I have determined that it represents a binding and enforceable contract between Crown as successor-in-interest by assignment to BANM and the McKays. (See “**Exhibit 4**”).
7. In accordance with the Lease, the McKays, as Lessors, agreed to lease the Property – a sixty (60) foot by sixty (60) foot parcel of their land at 982-988 Main Street in North Acton, Massachusetts – to Lessee BANM for the purpose of “constructing, maintaining, and operating a Communications Facility and uses incidental thereto together with one (1) antenna structure and all necessary connecting appurtenances” and that the “installation of all improvements shall be at the discretion and option of the Lessee” and “that the Lessor...would take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Lessee.” (See **Exhibit 4**, Numbered Paragraph Seven (7)).

8. In the Lease, the McKays granted BANM “the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for installation and maintenance of underground utility wires, cables, conduits, and pipes under, or along a fifteen (15’) foot wide right-of-way extending from the nearest public right-of-way, Main Street, to the demised premises,...” (“Right-of-Way”). The Lease further provided that “[i]n the event any public utility is unable to use the aforementioned right-of-way, the Lessor hereby agrees to grant a substitute right-of-way either to the Lessee or to the public utility at no cost to the Lessee.” (See **Exhibit 4**, Numbered Paragraph One (1)).
9. In the Lease, the McKays further covenanted “that, on paying the rent and performing the covenants [the Lessee] shall peaceably and quietly have, hold and enjoy the leased Property.” (See **Exhibit 4**, Numbered Paragraph 13 (13)).
10. By reviewing the documentation provided by Crown, I have determined that on November 10, 1997, the McKays and BANM executed a First Amendment to the Lease (“First Amendment”). Having reviewed the First Amendment, I have determined that it represents a binding and enforceable contract between Crown as successor-in-interest by assignment to BANM and the McKays. (See “**Exhibit 5**”).
11. The First Amendment expressly provides that Crown has the right to sublet any portion of the Property, without the consent of the McKays to any third party. (See “**Exhibit 5**”).
12. By reviewing correspondence dated January 8, 1999 that requested the McKays consent to the assignment of the Lease to Crown, I have determined that the Lease was assigned to Crown in compliance with the terms of the Lease. (See “**Exhibit 6**”).

13. By reviewing correspondence between Crown and the McKays, I have determined that Crown first approached the McKays concerning the upgrade to the underground telephone landline service and the execution of the necessary Easement document on or about March, 2000. During the subsequent three year period, Crown had continued in its efforts to work cooperatively with the McKays to upgrade the telephone landline service to the wireless communications tower facility on the Property. (See "**Exhibit 7**").
14. Through communication both written and oral, Crown requested that I assist them in their efforts to obtain the necessary Easement for the upgrade of the existing landline telephone service for the wireless communications facility on the Property.
15. By letter dated February 14, 2002, I requested the McKays "adhere to the terms of the Land Lease and execute an Easement with Verizon for the installation of telephone service." In my February 14th letter, I apprised the McKays that any refusal to grant the telephone company Easement for fiber optic telephone lines is a breach of the Lease. (See "**Exhibit 8**").
16. By written correspondence on February 28, 2002, I provided the McKays with a copy of a letter from Jeff Barbadora, Asset/Operations Manager for Crown that provided further information of the proposed installation/upgrade of the telephone lines. I also attempted by my February 28th correspondence to explain that the Verizon Landline upgrade would only require the installation of fiber optic telephone lines in the existing conduit. (See "**Exhibit 9**").
17. On March 20, 2002, Jeffrey Barbadora, James Donahue former Crown Vice President/General Manager, Kristian Zoeller and I met at the Property with the

McKays to discuss the details of the installation of the fiber optic telephone lines in the existing conduit and the requirement for the execution of an Easement document to permit the installation by Verizon Landline. We explained to the McKays that the upgrade of the existing telephone service was essential to the operation of the wireless communications equipment located on the Tower by the Subtenants. We further discussed that because the fiber optic telephone line would utilize the existing underground conduit, there would be no disruption to the McKays' operations at the property. It was further explained that the Lease granted Crown the right to install the fiber optic telephone line and that the execution of the Easement Agreement was merely a formality to satisfy the documentation requirements of Verizon Communications. At the March 20, 2002 meeting, the McKays refused to acknowledge the terms and conditions of the Lease and Crown's rights thereunder.

18. In response to a telephone conference that I had with the McKays, the McKays sent me a letter dated March 25, 2002, whereby they requested that I clarify a number of questions concerning permitting for the Easement, location of the Easement, installation requirement and other matters of concern. (See "**Exhibit 10**").
19. By correspondence dated April 8, 2002, I provided responses to the questions posed by the McKays in their March 25th correspondence. I also outlined for them the issues that would need to be resolved that pertain to the execution of an Easement Agreement and the location of the Cell Site Cabinet. I reasserted that the Lease gives Crown the right to upgrade the existing telephone lines in the existing underground conduit and reiterated that the McKays continued refusal to execute the Easement Agreement with Verizon Landline is a breach of the Lease. (See "**Exhibit 11**").

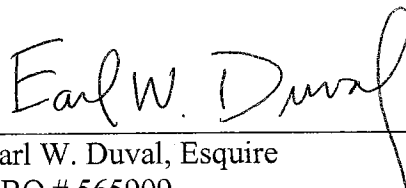
20. On May 30, 2002, I provided the McKays with a courtesy copy of a draft Complaint requesting relief under Chapter 231A and citing the McKays' breaches of the Lease by refusing, and continuing to refuse, to execute the Easement Agreement with Verizon Landline for the installation of fiber optic telephone lines in the existing conduit. Once again, I recommended that the McKays seek the advice of counsel. (See "**Exhibit 12**").
21. In June of 2002, Ms. Sheryll McKay informed Crown that the McKays had contacted an attorney to represent them in regards to the easement issue at the Property.
22. By correspondence dated July 8, 2002, Attorney Francis A. DiLuna of the Law Firm of Murtha, Cullina, Roche, Carens and DeGiacomo responded on behalf of the McKays as their attorney to the draft Complaint that I had provided as a courtesy to the McKays on May 30, 2002. In his July 8th correspondence Attorney DiLuna expressed that his clients had some concerns regarding the duration of the Easement and, by citing to a paragraph in the Lease that was specifically deleted in the First Amendment, erroneously stated the terms of any sublease for space on the wireless communications facility on the Property. (See "**Exhibit 13**").
23. By correspondence dated July 12, 2002, I reiterated that it was Crown's unfettered right under the lease to upgrade the landline telephone service to the wireless telecommunications facility and that the signing of the Easement Agreement was merely a formality necessary to document that right. I also provided Attorney DiLuna with a response to his clients' assertion that Crown is in violation of the Lease concerning the requirement that all subtenants on the wireless communications facility enter into a ground lease with the McKays. I noted for Attorney DiLuna that

the First Amendment deleted the requirement for a separate ground lease and provided for a direct payment to the McKays for each subtenant on the wireless telecommunications facility. (See “**Exhibit 14**”).

24. On November 7, 2002, I provided to Attorney DiLuna a copy of the Easement Agreement that had been previously been provided to the McKays. In my November 7th correspondence, I specifically cited for Attorney DiLuna the paragraphs in the Easement Agreement that addressed the McKays’ stated concern of the duration of the Easement and the use of herbicides. Once again, I described that the proposed upgrade to fiber optic telephone lines would utilize the existing underground conduit to the Property. (See “**Exhibit 15**”).
25. By correspondence dated November 15, 2002, I provided a follow up to my November 7th correspondence with enclosed copy of the Easement Agreement and reiterated that the McKays’ concern regarding the duration of the Easement and the use of herbicides had been specifically addressed. (See **Exhibit “16”**).
26. On December 11, 2002, I sent Attorney DiLuna a second follow up to my November 7th correspondence. (See “**Exhibit 17**”).
27. On February 11, 2003, Attorney DiLuna sent correspondence to Attorney Daniel D. Klasnick, an associate attorney for counsel representing Crown, (“Attorney Klasnick”) responding to numerous emails from Attorney Klasnick in which the McKays’ requested a conditional meeting with Crown to discuss the easement issue.
28. By letter dated February 28, 2003, Attorney DiLuna informed Attorney Klasnick “...that all communications concerning Butterbrook Farm are to be directed to Guy

McKay," effectively providing notice of his withdrawal as counsel for the McKays.
(See "Exhibit 18").

The above information is true to the best of my knowledge and belief and is signed
under pains and penalties of perjury this 4th day of September, 2003



Earl W. Duval, Esquire
BBO # 565909
Duval, Bellone, Cranford & Celli, P.C.
Boott Cotton Mills
100 Foot of John Street
Lowell, MA 01852
(978) 569-1111

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Subscribed and sworn to before me this 4th day of September, 2003



Daniel D. Klasnick, Notary Public

My Commission Expires:

Daniel D. Klasnick
Notary Public
My Commission Expires
August 29, 2009

Exhibit

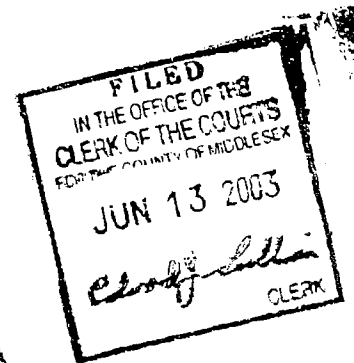
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT DEPT.
CIVIL ACTION NO. XX-XXXX

CROWN CASTLE ATLANTIC LLC)
)
PLAINTIFF)
)
vs.)
)
GUY A. MCKAY AND)
SHERYLL MCKAY)
)
DEFENDANTS)
)

03-2512



COMPLAINT AND DEMAND

INTRODUCTION

1. By this action, the Plaintiff, Crown Castle Atlantic LLC ("Crown") seeks a declaration of the rights of the parties with respect to a Land Lease Agreement ("Lease"), pursuant to Massachusetts General Laws chapter 231A §1 and to specifically enforce the terms of the Lease. Crown seeks declaratory, injunctive and compensatory relief.

2 Crown's predecessor in interest Cellco Partnership, a Delaware General Partnership d/b/a Bell Atlantic NYNEX Mobile executed the Lease with Lessor Defendants Guy A. McKay and Sheryll McKay ("McKays") for a parcel ("Property") of their land located at 982-988 Main Street, North Acton, Massachusetts, and concomitant access and utility easements thereto, for the purpose of operating a wireless communications tower facility.

Exhibit 2

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT

MIDDLESEX, ss.

SUPERIOR COURT DEPT.
MIDDLESEX DIVISION
CASE NO: CIVIL DOCKET
CIVIL ACTION NO.

CROWN CASTLE ATLANTIC LLC)
)
PLAINTIFF)
)
vs.)
)
GUY A. MCKAY AND)
SHERYLL MCKAY)
)
DEFENDANTS)
_____)

03-2512

✓

MOTION TO APPOINT SPECIAL PROCESS SERVER

The Plaintiff moves that the Court allow James M. Desrosiers, a Constable of the Town of Lexington, an individual of many years experience in the service of process, to be appointed as Special Process Server herein.

2003 June 13 (Lamont, J.)

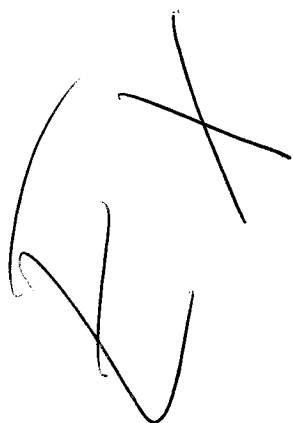
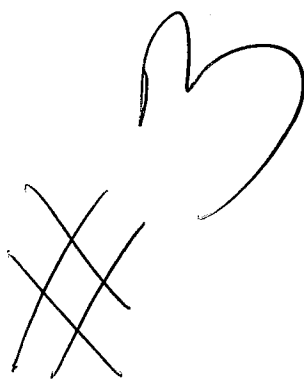
Motion Allowed.

Patricia A. McCann
Deputy Court Clerk

Respectfully Submitted,
Crown Castle Atlantic LLC
by its Attorney,

Earl W. Duval

Earl W. Duval, Jr.
BBO # 565909
Duval, Bellone, Cranford & Celli, P.C.
Boott Cotton Mills
100 Foot of John Street
Lowell, MA 01852
(978) 569-1111





OUR EXPERTISE. YOUR FUTURE.
SUCCEEDING TOGETHER.

Earl W. Duval
Earl@dbcc-law.com

June 27, 2003

Clerk of Court
Middlesex Superior Court
40 Thorndike Street
Cambridge, MA 02141

**Re: Crown Castle Atlantic, LLC
v. Guy A. McKay and Sheryll McKay**

Civil Docket No. 03-2512

Dear Clerk:

Enclosed herewith is the original Summons served on the Defendants, Guy A. McKay and Sheryll McKay on Friday, June 20, 2003.

Thank you for your assistance with this matter.

Very truly yours,
**Duval, Bellone, Cranford
& Celli, P.C.**

Earl W. Duval
Attorney at Law

EWD/lc

enclosures

cc: Guy A. McKay
Sheryll McKay

TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED: —
TORT — MOTOR VEHICLE TORT — CONTRACT —
EQUITABLE RELIEF — OTHER

COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION

No.

03-2512

MIDDLESEX
[seal] , ss

Crown Castle Atlantic, LLC, Plaintiff(s)

v.

Guy A. McKay and
Sheryll McKay, Defendant(s)

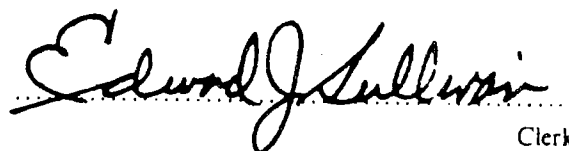
SUMMONS

To the above-named Defendant:

You are hereby summoned and required to serve uponEarl W. Duval, Duval, Bellone,.....
Cranford & Celli, P.C..... plaintiff's attorney, whose address is ..100 Foot of John Street
Lowell, MA 01852....., an answer to the complaint which is herewith
served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you
fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also
required to file your answer to the complaint in the office of the Clerk of this court at ..40 Thorndike Street
Cambridge, MA 02141..... either before service upon plaintiff's attorney or within a
reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may
have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's
claim or you will thereafter be barred from making such claim in any other action.

Witness, Suzanne V. DelVecchio, Esquire, atCambridge, Massachusetts.....
the 16th day of June.....
..... in the year of our Lord2003.....


Clerk

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

MIDDLESEX ss.

SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION
No. 03-2512

Crown Castle Atlantic, LLC, Plff.

v.

Guy A. McKay and
Sheryll McKay, Deft.

SUMMONS
(Mass. R. Civ. P. 4)

PROOF OF SERVICE OF PROCESS
DEFENDANT: GUY A. MCKAY

I hereby certify and return that on JUNE 20, 2003, I served a copy of the within summons, together with a copy of the complaint in this action, upon the within-named defendant, in the following manner (See Mass. R. Civ. P. 4 (d) (1-5)):

BY LEAVING TRUE AND ATTESTED COPIES AT THE DEFENDANT'S LAST AND USUAL PLACE OF ABODE. SAID SERVICE WAS MADE AT 181 GRANT STREET, LEXINGTON, MA. ALSO SERVED ON DEFENDANT: MOTION TO APPOINT SPECIAL PROCESS SERVER.

Timothy McKay
CONSTABLE & COURT APPOINTED PROCESS SERVER

Dated: JUNE 20, 2003

N.B. TO PROCESS SERVER:

PLEASE PLACE DATE YOU MAKE SERVICE ON DEFENDANT IN THIS BOX
ON THE ORIGINAL AND ON COPY SERVED ON DEFENDANT.

()
(JUNE 20, 2003)
()

MIDDLESEX ss.

SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION
No. 03-2512

Crown Castle Atlantic, LLC, Plff.

v.

Guy A. McKay and
Sheryll McKay, Deft.

SUMMONS
(Mass. R. Civ. P. 4)

PROOF OF SERVICE OF PROCESS

DEFENDANT: SHERYLL MCCAY

I hereby certify and return that on JUNE 20, 2003

I served a copy of the within summons, together with a copy of the complaint in this action, upon the within-named defendant, in the following manner (See Mass. R. Civ. P. 4 (d) (1-5)): BY LEAVING TRUE AND ATTESTED COPIES THEREOF AT THE WITHIN NAMED DEFENDANT'S LAST AND USUAL PLACE OF ABODE SAID SERVICE WAS MADE AT 181 GRANT STREET, LEXINGTON, MA. ALSO SERVED ON DEFENDANT: MOTION TO APPOINT SPECIAL PROCESS SERVER.

Trusty M. S. S. CONSTABLE & COURT APPOINTED PROCESS SERVER

Dated: JUNE 20, 2003

N.B. TO PROCESS SERVER:

PLEASE PLACE DATE YOU MAKE SERVICE ON DEFENDANT IN THIS BOX ON THE ORIGINAL AND ON COPY SERVED ON DEFENDANT.

()
(JUNE 20, 2003)
()

EXH

LAND LEASE AGREEMENT

This Agreement, made this 12th day of AUGUST, 1996 between Guy A. McKay and Sheryl McKay, Husband and Wife, Tax ID # _____, whose mailing address is 181 Grant Street, Lexington, Massachusetts 02173 ("LESSOR") and Celco Partnership, a Delaware General Partnership, d/b/a Bell Atlantic NYNEX Mobile, with its principal office located c/o Bell Atlantic NYNEX Mobile, Inc., 180 Washington Valley Road, Bedminster, New Jersey 07921, ("LESSEE").

1. LESSOR hereby leases to LESSEE that certain parcel of property (hereinafter called Property), located at 982-988 Main Street, Acton, Massachusetts, and being described as a parcel containing about 3600 square feet, as shown on the attached Exhibit "A1", and being further described in a Deed recorded with the Middlesex South Registry of Deeds at Book 13/65, Page 0158 together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of underground utility wires, cables, conduits, and pipes under, or along a fifteen (15') foot wide right-of-way extending from the nearest public right-of-way, Main Street, to the demised premises, said Property and right-of-way for access being substantially as described herein in the attached Exhibit "A1". In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant a substitute right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE. The LESSOR shall have the right to relocate the right of way shown on Exhibit "A1" provided that (1) LESSEE is provided with at least 45 days

8/9/96

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written notice of said relocation, (ii) the procedures for any such relocation shall be subject to the prior written approval of LESSEE, (iii) the relocated right of way is substantially similar to the right of way shown in Exhibit A1 and (iv) such relocation does not require the relocation of the underground utilities, wires, cables, conduits, and pipes as above described.

2. LESSOR also hereby grants to LESSEE the right further to survey said Property, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A1". Cost for such work shall be borne by the LESSEE.

3. This Agreement shall be for an initial term of five (5) years and shall be effective on the Commencement Date at which time rental payments will be due at an annual rental of Thirteen Thousand Two Hundred Dollars (\$13,200.00) to be paid in equal monthly installments of Eleven Hundred Dollars (\$1,100.00) on the first day of the month, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month in which this Agreement is executed by all parties or the first (1st) day of the month in which LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last. In no event shall the commencement date be more than one year from the execution of this Lease Agreement. As further consideration, the LESSOR shall receive a \$1,000.00 signing fee for execution of this Lease Agreement on or before August 12, 1996.

8/9/96

4. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the current term.
5. The annual rental for the first (1st) five (5) year extension term shall be increased to Fifteen Thousand One Hundred Eighty Dollars (\$15,180.00); If further extended by mutual agreement of the parties, the rent for the second (2nd) five (5) year extension term shall be increased to Seventeen Thousand Four Hundred Fifty Seven Dollars (\$17,457.00); If further extended by mutual agreement of the parties, the rent for the third (3rd) five (5) year extension term shall be increased to Twenty Thousand Seventy Five Dollars (\$20,075.00).
6. If at the end of the third (3rd) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five-year terms thereafter unless terminated by either Party by giving to the other written notice of its intention to so terminate at least (6) months prior to the end of such term. Rental for this period shall be equal to the prior term's rent plus 15%.
7. LESSEE shall use the Property for the purpose of constructing, maintaining and operating a Communications Facility and uses incidental thereto together with one (1) antenna structure and all necessary connecting appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Property at the discretion of LESSEE (not including the access easement). All improvements shall

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be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE will maintain the Property in a reasonable condition. It is understood and agreed that LESSEE's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Property as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Property for its intended purposes or the LESSEE determines that the Property is no longer compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by the LESSEE, its servants or agents, excepting, however, such claims

8/9/96

BOS - N. Acton

or damages as may be due to or caused by the acts of the LESSOR, or its servants or agents, for which LESSOR grants to LESSEE a reciprocal right of indemnification.

9. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. Notwithstanding anything to the contrary contained herein, and provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that six (6) months prior notice is given the LESSOR.

11. LESSEE, upon termination of the Agreement, shall, within a reasonable period, remove its building, antenna structure, fixtures and all personal property and restore the Property to its original condition, reasonable wear and tear excepted. If such time for removal causes LESSEE to remain on the Property after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

| 8/9/96

12. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property (the Property to include only the parcel leased hereunder) to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

13. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the leased Property.

14. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Property by the LESSEE as set forth above.

In the event LESSOR does not have clear title or authority as set forth herein or there are liens, judgments or impediments to LESSEE'S use, LESSEE may withhold rental payments until such time as LESSOR demonstrates that it has clear title or authority and/or there are no liens, judgments or impediments to LESSEE's use; or terminate this Lease immediately and LESSOR will return all rent paid by LESSEE.

15. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute,

8/9/96

BOS - N. Acton

controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties.

16. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the Commonwealth of Massachusetts.

17. This Agreement may not be sold, assigned or transferred by the LESSEE without the prior approval or consent of the LESSOR except to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the Boston NECMA license area by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

18. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Guy A. and Sheryl McKay
181 Grant Street
Lexington, MA 02173

LESSEE: Bell Atlantic NYNEX Mobile
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn.: Network Real Estate

With copy to: Bell Atlantic NYNEX Mobile
600 Unicorn Park Drive
Woburn, MA 01801
Attn.: Real Estate Manager

8/9/96

19. This Agreement shall extend to and bind the heirs, personal representatives,
successors and assigns of the Parties hereto. BOS N. Acton

20. At LESSOR's option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Property as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage in recordable form.

21. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Registry of Deeds. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

22. In the event there is a default by LESSEE with respect to any of the provisions of this Agreement or any of its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default in accordance with the provisions of this Agreement. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default; provided however, that in instances where such default cannot reasonably be cured in

8/9/96

BOS - N. Arto

such thirty (30) day period, if LESSEE shall have commenced such cure within said thirty (30) day period and proceeds promptly to cure the same and prosecute such curing with due diligence, the time for curing such default shall automatically be extended by LESSOR for such period of time as may be necessary for LESSEE to complete such curing.

23. Lessor and Lessee agree that the Lessee may sublease, to any third party, any part of the tower to be constructed by Lessee, provided that such third party has entered into an agreement directly with Lessor to lease additional ground space for placement of its equipment building or other necessary appurtenances. In such event, all revenue generated from the sublease of the tower space shall be payable to Lessee and all revenue generated from the lease of the additional ground space shall be payable to Lessor.

(The next page is the signature page)

8/9/96

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals.

[Signature]
WITNESS

[Signature]
WITNESS

LESSOR: Guy A and Sheryl McKay

[Signature]
Guy A. McKay
Date: 8/12/96

[Signature]
Sheryl McKay
Date: 8/12/96

LESSEE: Celco Partnership, by Bell Atlantic NYNEX
Mobile, Inc., its managing general partner

[Signature]
WITNESS

[Signature]
By: Richard J. Lynch
Title: Executive Vice President & Chief
Technical Officer

Date:

Acknowledgment Page Follows

8/9/96

COMMONWEALTH OF MASSACHUSETTS

BOS - N. Acton

NYNEX, ss.

8/12, 1996

Then personally appeared the above-named GUY A. MCKAY and
SWEETLY MCKAY, and acknowledged that the foregoing instrument was executed
as their voluntary act and deed, before me.

[Signature]
Notary Public
James F. Connelley
My Commission expires: 7/20/01

STATE OF NEW JERSEY

Somerset, ss.

8 29, 1996

Then personally appeared the above-named Richard J. Lynch, and acknowledged that he
is the Executive Vice-President and Chief Technical Officer of Bell Atlantic NYNEX Mobile,
Inc., described in and which executed the foregoing instrument, and acknowledged that this
instrument was signed as its voluntary act and deed.

[Signature]
Notary Public

My Commission expires:

MARTHA E. ZOULES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 22, 1999

| 8/9/96

6
KX

FIRST AMENDMENT TO LAND LEASE AGREEMENT
BETWEEN
CELCO PARTNERSHIP
AND
GUY A. MCKAY AND SHERYL MCKAY

This First Amendment to Land Lease Agreement (hereinafter the "Amendment") is made this 10th day of November, 1997, between Guy A. McKay and Sheryl McKay, Husband and Wife, with a mailing address of 181 Grant Street, Lexington, Massachusetts 02173 (hereinafter the "Lessor"), and Celco Partnership, a Delaware General Partnership, d/b/a Bell Atlantic NYNEX Mobile, with a principal mailing address of c/o Bell Atlantic NYNEX Mobile, Inc., 180 Washington Valley Road, Bedminster, New Jersey, 07921 (hereinafter the "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of certain property located at 982-988 Main Street in the Town of Acton, Middlesex County, Commonwealth of Massachusetts, described in Deed Book 23165, Page 6158 as recorded in the Middlesex County South Registry of Deeds (hereinafter the "Property"); and

WHEREAS, Lessor entered into a Land Lease Agreement for the subject Property with Celco Partnership, a Delaware General Partnership, d/b/a Bell Atlantic NYNEX Mobile on the 12th day of August, 1996 (hereinafter the "Lease Agreement"); and

WHEREAS, said Notice of said Lease Agreement was recorded with the Middlesex County South Registry of Deeds on the 11th day of October, 1996 at Book 26742, Page 078; and

WHEREAS, the Lease Agreement commenced on the 1st day of February, 1997; and

WHEREAS, Lessor and Lessee agree and desire to enter into the following amendment to the Lease Agreement; and

WHEREAS, Lessor and Lessee ratify and affirm the Lease Agreement, and Lessor acknowledges Lessee's proper election to so let a portion of Lessor's property under the Lease Agreement,

NOW THEREFORE, in consideration of the recitals which are incorporated herein and for other good and valuable consideration and intending to be legally bound hereby, Lessor and Lessee agree to the following changes, modifications and additions to the Lease Agreement:

The effective date for this Amendment is the ____ day of _____, 1997.

1. Page 3, Clause 4 of the Lease Agreement is hereby amended by deleting the word "three (3)" and replacing it with the word "five (5)" to read... "This Agreement shall automatically be extended for five (5) additional five (5) year terms..."

2. Page 3, Clause 5 of the Lease Agreement is hereby amended by adding the following to the end of the first sentence... "If further extended by mutual agreement of the parties, the rent for the fourth (4th) five (5) year extension term shall be increased to Twenty-Three Thousand Eighty-Six Dollars (\$23,086.00); If further extended by mutual agreement of the parties, the rent for the fifth (5th) five (5) year extension term shall be increased to Twenty-Six Thousand Five Hundred and Forty Nine Dollars. (\$26,549.00)."

3. Page 3, Clause 6 of the Lease Agreement is hereby amended by deleting the word "third (3rd)" and replacing it with the word "fifth (5th)" and shall read... "If at the end of the fifth (5th) five (5) year extension term..."

4. Page 9, Clause 23 of the Lease Agreement shall be deleted and hereby replaced with the following:

Lessor and Lessee agree that Lessee has the right to sublet any portion of the Property, without consent of Lessor to any third party. In the event Lessee does sublease the Property or any portion of it, any Sublessee shall pay an Annual Fee of Seven Thousand Two Hundred and 00/100 Dollars (\$7,200.00) to be paid in equal monthly installments of Six Hundred and 00/100 Dollars (\$600.00) directly to Lessor.

The Annual Fee shall be increased at the beginning of every extension term as follows: Eight Thousand Two Hundred Eighty and 00/100 Dollars (\$8,280.00) to be paid in equal monthly installments of Six Hundred Ninety and 00/100 Dollars (\$690.00) for the first extension term; Ten Thousand Three Hundred Fifty and 00/100 Dollars (\$10,350.00) to be paid in equal monthly installments of Eight Hundred Sixty-Two and 50/100 Dollars (\$862.50) for the second extension term; Eleven Thousand Nine Hundred Two and 00/100 Dollars (\$11,902.00) to be paid in equal monthly installments of Nine Hundred Ninety-One and 83/100 Dollars (\$991.83) for the third extension term; Thirteen Thousand Six Hundred Eighty-Eight and 00/100 Dollars (\$13,688.00) to be paid in equal monthly installments of One Thousand One Hundred Forty and 88/100 Dollars (\$1,140.66) for the fourth extension term; Fifteen Thousand Seven Hundred Forty-One and 00/100 Dollars (\$15,741.00) to be paid in equal monthly installments of One Thousand Three Hundred Eleven and 75/100 Dollars (\$1,311.75) for the fifth renewal term.

The Annual Fee shall be paid in equal monthly installments commencing on the date of issuance of a building permit for the Sublessee's improvements by the governmental agency charged with issuing such permits. The Annual Fee shall be paid in advance to Lessor, Guy A. McKay and Sheryl McKay, 181 Grant Street, Lexington, Massachusetts 02173, or such person, firm or place as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any payment date. Lessee shall not be responsible to Lessor for the collection or payments of rents by the Sublessee to Lessor and Lessee shall have no liability to the Lessor in the event of failure of payment by Sublessee.

In the event a Sublease Agreement is entered into by Lessee, Lessor, at the request of Lessee, agrees that Lessor will execute such acknowledgment and/or consent as may be required in order to confirm the direct payment obligation that might exist from the Sublessee to Lessor. Lessee shall provide written notification to Lessor of commencement of sublease.

COMMONWEALTH OF MASSACHUSETTS

Middlesex SS

Oct 7th 1997

Then personally appeared the above named Guy A. McKay and acknowledged the foregoing instrument to be his free act and deed before me.

Janette Warren-Young
Notary Public

My Commission Expires: Janette Warren-Young

COMMONWEALTH OF MASSACHUSETTS

Middlesex SS

Oct 7th 1997

Then personally appeared the above named Sheryl McKay and acknowledged the foregoing instrument to be her free act and deed before me.

Janette Warren-Young
Notary Public

My Commission Expires: Janette Warren-Young

NOTARY PUBLIC

My commission exp. Sept. 15, 2000

Somerset, SS

STATE OF NEW JERSEY

11-10

1997

Then personally appeared the above-named Richard J. Lynch, and acknowledged that he is the Executive Vice President and Chief Technical Officer of Bell Atlantic NYNEX Mobile, Inc., managing general partner of Cellico Partnership, described in and which executed the foregoing instrument, and acknowledged that this instrument was signed as its voluntary act and deed.

Martha E. Zolides
Notary Public

My Commission Expires: _____

MARTHA E. ZOLIDES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 22, 1999

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Bell Atlantic Mobile
130 Washington Valley Road
Bedminster, NJ 07921



Certified Mail - Return Receipt Requested
Article No. P 964 532 852

January 8, 1999

To: *McKay Sheryl McKay*
Guy A. McCay and Sheryl McCay
181 Grant Street
Lexington, MA 02173

Re: BOS N. ACTON (BAM) *McKay Sheryl McKay*
Land Lease Agreement between Guy A. McCay and Sheryl McCay, and Celco
Partnership dated August 12, 1996, as amended with respect to property at 982-
988 Main Street, Acton, MA

Dear Sir or Madam:

Bell Atlantic Mobile ("BAM") and Crown Castle International Corp., one of the preeminent tower management companies in the industry, have agreed to form a joint venture tower company (the "Venture"). Accordingly, BAM intends to transfer all of its right, title, interest and obligation in the above-described Site, including the above-described Agreement and any amendments thereto (collectively the "Agreement"), to the Venture, which will become the other party to it. The Venture will be operating and managing over a thousand towers using professionals experienced in the management of towers and related real estate.

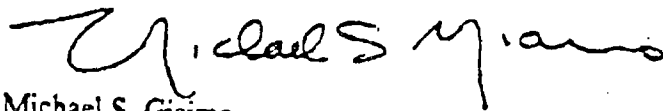
The Venture is not seeking to modify any existing rights with respect to the premises enjoyed by BAM. BAM and any present sublessees of BAM will continue to occupy the premises in the same manner as they are presently using it. However, by virtue of the assignment of the Agreement from BAM to the Venture, BAM will become a sublessee of the Venture at the premises, and any sublessees of BAM at the premises will become sub-sublessees. As used in this letter, the terms sublessee, subleasing, sub-sublessee and sub-subleasing" includes any arrangement by which BAM and/or a third party co-locates at the premises which is the subject of the Agreement whether that is by a sublease, license, easement or any other agreement.

Upon closing of the transaction described above, the Venture will become responsible for all obligations under the lease and accept all payments. Shortly before the closing you will receive a follow-up letter providing contact and address information. By this letter, BAM requests your consent to the assignment of all of BAM's right, title,

interest and obligation to the Agreement (including the premises described therein) in connection with the transfer, and your consent to the subleasing and/or sub-subleasing.

Please indicate your consents by executing this letter in the space provided below where indicated and returning the same to Michael S. Giaimo, Esq. at Robinson & Cole LLP, One Boston Place, Boston, MA 02108 in the enclosed self-addressed stamped envelope. If you have any questions, please contact Michael S. Giaimo at (617) 557-5959.

Very truly yours,



Michael S. Giaimo
Robinson & Cole LLP
Attorney for Bell Atlantic Mobile

Accepted and Agreed:



Guy A. McKay

Sheryl McKay

Sheryl McKay
Enclosure





Crown Castle Atlantic LLC
Eastern New England Region
500 West Cummings Park, Suite 6500
Woburn, MA 01801

N. ACTON
Tel 781 729.3838
Fax 781 729.3511
www.crowncastle.com

April 3, 2000

Guy A. McKay and Sheryl McKay
181 Grant Street
Lexington, MA

RE: Telecommunications Tower facility at 982-988 Main Street Acton, MA

Dear Guy and Sheryl:

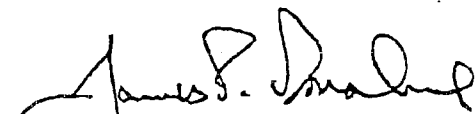
Bell Atlantic (the landline telephone company, not to be confused with Bell Atlantic Mobile) has requested an easement on your property located at 982-988 Main Street in Acton, MA. This easement is necessary to provide the latest tenant, Sprint PCS, as well as all other tenants with adequate telephone facilities and power.

We have reviewed a copy of the easement request from Bell Atlantic and feel that this document is standard to the industry. It is our understanding that the original telephone/electric lines and conduits running into the leased property were installed without an executed easement between you and Bell Atlantic in place. Thus this easement document corrects this oversight by formalizing the original telephone/electric line installation and allowing for additional telephone/power facilities to be run to the site in the future if required. This is in accordance with Paragraph 1 of our land lease which states that Lessor shall provide a fifteen-foot right-of-way from Main Street to the leased property.

Please note that this easement merely allows Bell Atlantic to run telephone lines to the site for use by any/all tenants and in no way allows additional tenants to use the tower facility. Tenants who use the tower are required to enter into a license agreement with Crown Castle. Any rent paid to you for a tenant's use of the site will be in accordance with the land lease agreement dated August 12, 1996 with Celco Partnership (and as amended November 10, 1997) which was assigned to Crown Castle on March 31, 1999.

We trust that this will clear up any questions relating to the requested easement and the installation of required telephone lines. Should have any questions please feel free to contact me at (781) 729-4466 or Dave Boormeester at (781) 729-1595.

Sincerely,


James P. Donahue
Vice President/General Manager
New England Region
cc: R. Leonard ✓
D. Boormeester

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EX

**DUVAL,
BELLONE &
CRANFORD, P.C.**
-ATTORNEYS AT LAW-

Earl W. Duval
E-mail: Earl@dbc-law.org

February 14, 2002

VIA FEDERAL EXPRESS

Mr. and Mrs. McKay
181 Grant Street
Lexington, MA 02173

Re: **Our Client:** Crown Castle International
Site: 982-988 Main Street, Acton, MA

Issue: Easement with Verizon Landline for Telephone Lines

Dear Mr. and Mrs. McKay:

This office has been retained by Crown Castle International (hereinafter referred to as "CAC") to assist in the negotiation, preparation and execution of an Easement Agreement permitting Verizon Landline to run necessary telephone lines to the Site.

The Land Lease provides "... the non-exclusive right for ingress and egress ... for the installation and maintenance of underground utility wires, cables, conduits and pipes under or along a fifteen (15) foot wide right-of-way extending from the nearest public right-of-way, Main Street," and "[I]n the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant a substitute right-of-way either to the LESSEE or the public utility at no cost to the LESSEE." *See Land Lease, Paragraph 1, Page 1.*

Any refusal to grant the telephone company an Easement for telephone lines is a breach of the Lease Agreement.

On behalf of CAC, a request is hereby made that you adhere to the terms of the Land Lease and execute an Easement with Verizon Landline for the installation of telephone lines. I have enclosed a copy of the Easement for your review and execution. Upon execution, please return the Easement to my attention

If you refuse to execute an Easement, CAC may be left with no alternative but to file a lawsuit in Superior Court for Temporary and Permanent Injunction, requesting that the Court provide us with an Order enforcing our rights under the Land Lease to install telephone lines. If this becomes necessary, we may allege "bad faith," setting forth the history of the

TEL: (781) 279-9876

245 North Street
Stoneham, MA 02180
www.dbc-law.org

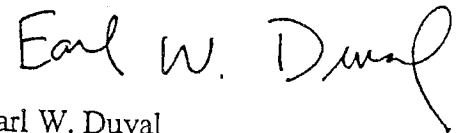
FAX: (781) 279-9898

communications between the parties and we will seek monetary damages for your interference with the operations of our Site, including attorney fees, costs and interest.

Please provide a copy of this letter and a copy of the executed Land Lease to your attorney and request that he/she contact me immediately to discuss.

I am hopeful that we can quickly resolve this matter without the necessity of filing a lawsuit in Superior Court.

Very truly yours,
Duval, Bellone & Cranford, P.C.



Earl W. Duval
Attorney at Law

EWD/lc

cc: James Valeriani
Crown Castle Atlantic, LLC

Jeff Barbadora
Crown Castle Atlantic, LLC

file ↓

9

Ex

**DUVAL,
BELLONE &
CRANFORD, P.C.**

-ATTORNEYS AT LAW-

Earl W. Duval
E-mail: Earl@dbc-law.org

February 28, 2002

Mr. and Mrs. McKay
181 Grant Street
Lexington, MA 02173

Re: **Our Client:** Crown Castle International
Site: 982-988 Main Street, Acton, MA

Issue: Easement with Verizon Landline for Telephone Lines

Dear Mr. and Mrs. McKay:

Enclosed please find a letter I received from Jeff Barbadora, Asset/Operations Manager at Crown Castle regarding the installation/upgrade of the telephone lines. I have also enclosed a cut sheet depicting the sizes and dimensions of the Cell Site Cabinet (CSC) unit and the Strong Well Box.

After your review please give me a call to discuss. At that time we can review the proposed easement and make the modifications necessary to be consistent with what Verizon Landline will actually be doing. If it is necessary for us all to meet, I will have a representative present from both Crown and Verizon Landline.

I have reviewed both the Land Lease Agreement ("Land Lease") and the First Amendment to Land Lease Agreement ("First Amendment") that you executed with Bell Atlantic NYNEX Mobile, Inc. The First Amendment provides Crown with the absolute right to sublet any portions of the property and sets forth the annual fee to be paid to you for said subletting.

Please understand that Crown is not subletting to Verizon Landline. Verizon Landline is upgrading the existing telephone lines in the existing conduit. Additionally, pursuant to the Land Lease, Crown leases the ground space inside the fence. Thus, Crown believes that it is clear that you are not entitled to any additional fees for the upgrade of the existing telephone lines.

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245 North Street
Stoneham, MA 02180
www.dbc-law.org

FAX: (781) 279-9898

I am hopeful that we can expedite this matter as it has dragged on for too long.

Very truly yours,
Duval, Bellone & Cranford, P.C.

Earl W. Duval

Earl W. Duval
Attorney at Law

EWD/lc

cc: James Valeriani
Crown Castle Atlantic, LLC

Jeff Barbadora
Crown Castle Atlantic, LLC

✓ file

EX 10

Duval, Bellone, & Cranford, P.C.
245 North Street
Stoneham, Ma. 02180

Re: Sub leases and questions regarding easement

March 25, 2002

Dear Mr. Duval,

Enclosed please find sub leases that you requested. Per our telecom on Thursday March 21, 2002 I had requested some information from Verizon – NewEngland on the engineering of the easement. To date I have received no calls back.

1. Does this easement require a permit from the Town of Acton?
2. Does this easement have to go inside the fence, as it would interfere with us receiving future revenue?
3. Will there be any construction if the conduit underground is too small?
4. It is our understanding that this communication system placed on private land includes consideration.
5. Please provide a time line from the engineers at Verizon – New England for this system.

Thank you for your attention to this matter.

Very truly yours,

Guy McKay
Sheryll McKay

Exhibit 11

**DUVAL,
BELLONE &
CRANFORD, P.C.**
-ATTORNEYS AT LAW-

Earl W. Duval
E-mail: Earl@dbc-law.org

April 8, 2002

VIA FEDERAL EXPRESS

Mr. and Mrs. McKay
181 Grant Street
Lexington, MA 02173

Re: Our Client: Crown Castle International
Site: 982-988 Main Street, Acton, MA

- Issues:
1. Easement with Verizon Landline for Telephone Lines
 2. Access to Site: 24 Hours Per Day, 7 Days Per Week

Dear Mr. and Mrs. McKay:

It was nice to meet both of you at the Site visit on Wednesday, March 20, 2002. Both Crown Castle International ("CAC") and myself appreciate your time and willingness to resolve this matter.

As you know, the issues that must be resolved are as follows:

1. The negotiation, preparation and execution of an Easement Agreement permitting Verizon Landline to upgrade the existing telephone lines in the existing conduit;
2. If the Cell Site Cabinet ("CSC") unit is located within the leased property, i.e., inside the fenced compound, does this interfere with your ability receive future revenue;
3. If CAC locates the CSC unit inside its leased property, i.e., inside the fenced compound, are you entitled to any additional revenue; and
4. CAC's right, and the right of all Carriers located at the Site, to access the Site twenty-four (24) hours per day, seven (7) days per week.

I am in receipt of your letter dated March 25, 2002 that sets forth five (5) questions. I am also in receipt of the following documents from you: (1) Sub-Lease Agreement between Bell

TEL: (781) 279-9876

245 North Street
Stoneham, MA 02180
www.dbc-law.org

FAX: (781) 279-9898

Atlantic Mobile and Cellular One; (2) License Supplement between Bell Atlantic Mobile and Nextel; (3) License Agreement between Bell Atlantic Mobile and Omnipoint; (4) Correspondence dated January 8, 1999 from Bell Atlantic Mobile to Guy and Sheryl McKay; (5) Correspondence dated February 23, 1999 from Bell Atlantic Mobile to Guy and Sheryl McKay; (6) Correspondence dated April 1, 1999 from Crown Atlantic Company LLC to Guy and Sheryl McKay; and (7) Correspondence dated May 24, 1999 from Guy McKay to Crown Atlantic Company LLC.

I have reviewed all of the documents that you provided along with all the documents in CAC's file. I will reference the documents, where relevant, in my analysis to follow.

First, let me respond to the five (5) questions in your letter dated March 25, 2002.

1. Does this easement require a permit from the Town of Acton?

CAC Answer: No.

2. Does this easement have to go inside the fence, as it would interfere with us receiving future revenue?

CAC Answer: The CSC unit will be located within CAC's leased area, which is all the area located inside the fenced compound. The easement runs from Main Street to the fenced compound.

3. Will there be any construction if the conduit underground is too small?

CAC Answer: The existing conduit is not too small.

4. It is our understanding that this communication system placed on private land includes consideration.

CAC Answer: The CSC unit will be located within CAC's leased area, which is all the area located inside the fenced compound. CAC already pays you for this leased area.

5. Please provide a time line from the engineers at Verizon – New England for this system.

CAC Answer: Two (2) days.

Second, let me set forth and reiterate CAC's position regarding CAC's rights under the Land Lease Agreement ("Land Lease") executed between Bell Atlantic NYNEX Mobile ("Bell Atlantic") and Guy and Sheryl McKay dated August 12, 1996 which was later assigned to CAC regarding CAC's repeated requests that you execute an Easement Agreement with Verizon

Landline permitting Verizon Landline to upgrade the existing telephone lines in the existing conduit.

The Land Lease provides "... the non-exclusive right ... for the installation and maintenance of underground utility wires, cables, conduits and pipes under or along a fifteen (15) foot wide right-of-way extending from the nearest public right-of-way, Main Street, to the demised premises..." *See Exhibit 1, Copy of Land Lease, Paragraph 1, Page 1.*

As you know, the conduit already exists. Verizon Landline simply needs to install an additional telephone line in the existing conduit. The Land Lease provides CAC with the undisputable right for the installation and maintenance of the wires and conduits from Main Street to its leased property. Your continued refusal to execute an easement with Verizon Landline so that the maintenance of the telephone lines can be performed is a breach of the Lease Agreement.

Third, let me set forth and reiterate CAC's position regarding CAC's rights under the Land Lease regarding CAC's right to use the land located inside the fenced compound.

The Land Lease states that "LESSOR hereby leases to LESSEE that certain parcel of property (hereinafter called Property), located at 982-988 Main Street, Acton, Massachusetts, and being described as a parcel containing about 3600 square feet, as shown on the attached Exhibit "A1", and being further..." *See Exhibit 1, Copy of Land Lease, Paragraph 1, Page 1.*

Numbered paragraph 7 of the Land Lease states that "LESSEE shall use the Property for the purpose of constructing, maintaining and operating a Communications Facility and uses incidental thereto together with one (1) antenna structure and all necessary connecting appurtenances. A security fence consisting of chain link construction ... may be placed around the perimeter of the Property at the discretion of LESSEE (not including the access easement)." *See Exhibit 1, Copy of Land Lease, Paragraph 7, Page 3.*

Numbered paragraph 3 of the Land Lease sets forth the rental amount paid by CAC to you for the lease of the parcel containing about 3600 square feet of land that is surrounded by a chain link fence. *See Exhibit 1, Copy of Land Lease, Paragraph 3, Page 2.*

It is undisputable that CAC leases from you for a monthly rental fee a fenced in compound consisting of approximately 3600 square feet of land that CAC may use to maintain and operate its Communications Facility. Thus, it is CAC's position that it has the absolute right to locate its CSC Unit wherever it chooses within the fenced in compound.

Fourth, let me set forth and reiterate CAC's position regarding your claim that locating the CSC Unit within the fenced compound would interfere with your potential for any future revenue.

Numbered paragraph 4 of the First Amendment to Land Lease Agreement ("First Amendment") states that "Page 9, Clause 23 of the Lease Agreement shall be deleted and hereby replaced with the following: Lessor and Lessee agree that Lessee has the right to sublet any portion of the Property, without consent of Lessor to any third party. In the event Lessee does sublease the Property or any portion of it, any Sublessee shall pay an Annual Fee of Seven Thousand Two Hundred and 00/100 Dollars (\$7,200.00) to be paid in equal monthly installments of Six Hundred and 00/100 Dollars (\$600.00) directly to Lessor." *See Exhibit 2, Copy of First Amendment to Land Lease, Paragraph 4, Page 2.*

Further, numbered paragraph 4 of the First Amend states "Lessee shall have the sole right to determine whether it will sublease any space at the property or whether it will sublet to any specific third party. Lessee shall have no liability of any nature to Lessor for failure to sublease all or any part of the Property to any or all potential Sublessees." *See Exhibit 2, Copy of First Amendment to Land Lease, Paragraph 4, Page 3.* Additionally, numbered paragraph 4 states "The terms 'sublease', or 'sublet', and 'sublessee' shall apply where Lessee brings a third party on the Property which are the subject of the Lease for co-location at that site, whether by formal sublease, license or other instrument." *See Exhibit 2, Copy of First Amendment to Land Lease, Paragraph 4, Page 3.*

As stated above, CAC has the absolute right to locate whatever it chooses within the fenced in compound. Please note and recall that Clause 23 of the Lease Agreement was replaced by numbered paragraph 4 of the First Amendment that provides Crown with the right to sublet any portions of the property and sets forth the annual fee to be paid to you for said subletting. The First Amendment clearly states that you are only entitled to additional rent if CAC enters into a sublease agreement with any third party. Please understand that CAC only makes money by subleasing space at the property and wants nothing more than to enter into as many sublease agreements as possible.

Fifth, let me set forth and reiterate CAC's position regarding CAC's rights under the Land Lease regarding CAC's right and the right of all carriers located at the Site to access the Site twenty-four (24) hours per day, seven (7) days per week.

The Land Lease provides for a "non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks ..." *See Exhibit 1, Copy of Land Lease, Paragraph 1, Page 1.* Any refusal to permit access to the Site seven (7) days a week, twenty-four (24) hours a day by CAC or any Carriers located at the Site is a breach of the Lease Agreement.

The documents that you provided to me are agreements between Bell Atlantic Mobile and three (3) different Carriers. You are not a party to any of these agreements. You derive no rights from the agreements.

On behalf of CAC, a request is hereby made that you adhere to the terms of the Land Lease and execute an Easement with Verizon Landline for the installation of telephone lines. At

that time CAC will locate its CSC unit within its leased fenced in compound. Further, CAC requests that you provide access as agreed to in the Lease Agreement.

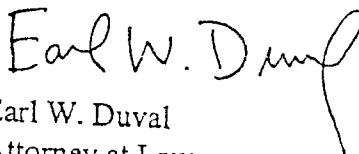
CAC has gone to great lengths to resolve this amicably and has done so over a period of almost two (2) years. Your continued refusal to adhere to terms and conditions of the Lease Agreement has put CAC in a difficult position with its Tenants located on the Tower.

If you refuse to execute an Easement and/or fail to provide access, CAC may be left with no alternative but to file a lawsuit in Superior Court for Temporary and Permanent Injunction and Declaratory Relief requesting that the Court provide us with an Order enforcing our rights under the Land Lease to install the telephone lines. If this becomes necessary, we may allege "bad faith," setting forth the history of the communications between the parties and we will seek monetary damages for your interference with the operations of our Site, including attorney fees, costs and interest.

With all do respect, and in light of the number of times that we have discussed the issues set forth in this letter, I do not believe that you fully understand the issues, the Agreements and/or CAC's requests. Thus, CAC requests that you please seek the assistance of an attorney and provide him/her with a copy of this letter and a copy of the executed Land Lease and First Amendment.

I am hopeful that we can quickly resolve this matter without the necessity of filing a lawsuit in Superior Court.

Very truly yours,
Duval, Bellone & Cranford, P.C.


Earl W. Duval
Attorney at Law

EWD/lc

cc: James Valeriani
Crown Castle Atlantic, LLC

Jeff Barbadora
Crown Castle Atlantic, LLC

file

Exhibit 12

**DUVAL,
BELLONE &
CRANFORD, P.C.**
-ATTORNEYS AT LAW-

Earl W. Duval
E-mail: Earl@dbc-law.org

May 30, 2002

VIA CERTIFIED MAIL Receipt # 7001 0360 0001 8930 2299

Mr. and Mrs. McKay
181 Grant Street
Lexington, MA 02173

Re: Crown Castle Atlantic North Acton site

Dear Guy and Sheryll:

As you know, my client Crown Castle Atlantic ("Crown") has made several attempts to engage your cooperation in signing an Easement Agreement that formalizes your contractual obligations under the Land Lease Agreement ("Lease") between you and Crown. You have repeatedly refused to cooperate with Crown.

Due to continuing difficulties regarding upgrades and access to the site Crown leases from you, my client has asked me to prepare and file a Complaint in Middlesex Superior Court on their behalf. A courtesy copy of the Complaint is enclosed.

To repeat past suggestions, I recommend you seek the advice of an attorney regarding this matter. Please review the Complaint with your attorney and have him/her contact me immediately.

Very truly yours,
Duval, Bellone & Cranford, P.C.

Earl W. Duval
Attorney at Law

EWD/lc

cc: Nick Parrish, Crown Castle USA
Jim Valeriani, Crown Castle Atlantic
Jeff Barbadora, Crown Castle Atlantic
file

TEL: (781) 279-9876

245 North Street
Stoneham, MA 02180
www.dbc-law.org

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Exhibit 13

MURTHA CULLINA
ROCHE CARENS & DEGIACOMO

A LIMITED LIABILITY PARTNERSHIP

600 UNICORN PARK DRIVE
WOBBURN, MASSACHUSETTS 01801-3343

TELEPHONE (781) 933-5505
FACSIMILE (781) 933-1530
www.murthlaw.com

July 8, 2002

Earl W. Duval, Esquire
Duval, Bellone & Cranford, P.C.
Boott Cotton Mills
100 Foot of John Street
Lowell, Massachusetts 01852

Dear Attorney Duval:

I am in receipt of your ninety-four paragraph, two-count draft Chapter 231A complaint and the twelve exhibits recited therein. However, the exhibits to the lease were not therein contained.

With respect to the requested easement, I believe the McKays' were wise not to execute the easement. It seems the need for the easement stems from the lease. The lease is for a certain period, significantly less than perpetuity. The easement you propose is a quitclaim grant in perpetuity. Further, I see nothing in the lease that requires an easement to be granted, in fact, Paragraph 15 of the lease states "this Agreement contains all agreements, promises and understanding..."

With respect to additional revenues to the McKays, I believe the Agreement grants them the right to additional revenues. The premises, the lease recites, contains approximately 3600 sq. ft. on which the Lessor may construct a single antenna structure and necessary connecting appurtenances. Paragraph 23 sets forth the concept that the Lessee intends to sublease only the tower. Said paragraph mandates that any third party subleasing the tower must enter into a ground space lease with the Lessor (McKay) and the Lessor is entitled to additional lease payments from such third parties.

It is my understanding that subleases for tower space do exist and there are no additional leases for ground space. Accordingly, it appears that the Lessee is in violation of the Lease, not the Lessor.

Earl W. Duval, Esquire
Duval, Bellone & Cranford, P.C.
July 8, 2002
Page Two

Before complementary closing, please be advised that the McKays operate Butter Brook Farm, one of the very few certified organic farms in the Commonwealth. Any use of herbicides on the property jeopardizes such certification and will cause significant damage to the Farm and the McKays. Accordingly, please be sure that vegetation management is accomplished by mechanical means.

Sincerely,



Francis A. DiLuna

FAD/kd
cc: Butter Brook Farm

Exhibit 14

**DUVAL, BELLONE,
CRANFORD & CELLI P.C.**

-ATTORNEYS AT LAW-

Earl W. Duval
E-mail: Earl@dbc-law.org

VIA FEDERAL EXPRESS

July 12, 2002

Francis A. DiLuna
Murtha, Cullina, Roche, Carens & DeGiacomo
600 Unicorn Park
Woburn, MA 01801-3343

RE: Crown v. McKays

Crown's North Acton Communications Site

Dear Attorney DiLuna:

Thank you for your letter of July 8, 2002. My client, Crown Castle Atlantic ("Crown"), has tried to resolve the utility easement and site access issues with the McKays for over two (2) years. Crown repeatedly requested that the McKays seek legal counsel regarding these issues and was finally left with no choice but to have me prepare the Complaint you reviewed. As a courtesy, and to give the McKays time to obtain counsel, we have not yet filed the Complaint.

The Complaint was mailed to the McKays twice with a full set of exhibits. I regret that you did not receive the exhibits, leaving you with an incomplete view of the situation. I have enclosed a set of copies of the numbered exhibits referred to in the Complaint, along with correspondence from this office to your clients, with this letter.

I stand by the facts and assertions in the Complaint. Regarding the easement, it is very clear in Paragraph One (1) of the Lease that the McKays granted Crown a right-of-way easement "...for the installation and maintenance of underground utility wires, cables, conduits, and pipes..." The easement that Verizon would like the McKays to sign is simply a formality. I understand your clients' hesitation with regard to the nature of this easement and I will propose the idea of an alternative, including the suggestions you discussed with my associate, Kelly, to Verizon and Crown. Hopefully, we can craft an agreement that will please all parties involved.

Regarding the issue of subleasing and additional revenues, the McKays signed a First Amendment to Land Lease Agreement on October 7, 1997 that allowed its lessee (now Crown) to sublease tower and ground space, so long as the subtenants pay a yearly fee directly to the McKays. In addition to the annual rent of fifteen thousand one hundred eighty dollars (\$15,180.00) Crown pays the McKays, each of Crown's subtenants that do not have separate

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land leases with the McKays (Omnipoint, Nextel, Cingular, and Sprint) pay the McKays an annual fee of eight thousand two hundred eighty dollars (\$8,280.00). This results in total yearly revenues to the McKays in this first extension period of forty-eight thousand three hundred dollars (\$48,300.00). The McKays receive additional amounts from AT&T for a separate ground lease near the tower. These revenues are due to increase with each lease term extension.

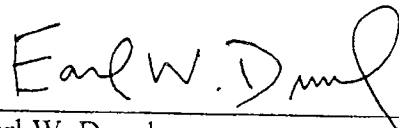
What Crown proposes now, and really needs, is simply an upgrade. Verizon will install new fiber optic telephone lines through the existing conduit to the leased parcel and Crown will install a five (5) by four (4) foot cabinet on its leased parcel to effectuate the upgrade for its current tower tenants. I am confident that you and your clients will find that Crown's proposal is well within its rights and I hope that your clients will avoid forcing Crown to pursue further legal action to enforce these rights.

We should also address the issue of access. Repeated access problems, in my opinion, necessitate a comprehensive access policy that works for all Parties. The McKays agreed to provide seven (7) day a week, twenty-four (24) hour a day access and they have not upheld this obligation. However, of recent, I am told that there have not been any access issues.

My clients and I understand and respect the sensitive nature of the McKay's business. While the issue of vegetation management should have been raised during lease negotiation, my clients will do everything possible not to interfere with the certification of the McKay's organic farm.

After you have reviewed the above with your clients, and I have approached Verizon about the easement, perhaps we should meet to resolve these issues. I am certain that we can come to a resolution that is mutually acceptable to our clients. I look forward to speaking with you. Thank you.

Very truly yours,
Duval, Bellone, Cranford & Celli, P.C.



Earl W. Duval
Attorney at Law

Enclosure

cc: Nick Parrish, Crown Castle USA
Jim Valeriani, Crown
Jeff Barbadora, Crown
File

Exhibit 15

**DUVAL, BELLONE,
CRANFORD & CELLI, P.C.**

-ATTORNEYS AT LAW-

Earl W. Duval
E-mail: Earl@dbc-law.org

November 7, 2002

Francis A. DiLuna, Esquire
Murtha, Cullina, Roche, Carens & DeGiacomo
Attorneys at Law
600 Unicorn Park Drive
Woburn, MA 01801-3343

RE: Crown's North Acton Communications Site

Dear Attorney DiLuna:

In a continuing effort to address your clients' concern regarding the scope of the proposed easement for the fiber optic upgrade at the referenced site, I have been working on behalf of my client with Verizon New England, Inc. to draft an easement that is more narrowly tailored to reflect the required service for a wireless telecommunications facility.

To address your clients' specific concern regarding the duration of the proposed Easement, I am enclosing an easement form that has been provided to me from Verizon New England, Inc. that provides, *inter alia*, "[i]f and/or when telephone or telecommunications service is no longer required to serve the telecommunications tower..., it is agreed that the Grantee shall notify the Grantor in writing, within ninety days of such occurrence. It is further agreed that the Grantee...shall execute and deliver unto the Grantor, a Release of Easement...." I think that you will agree that the provisions set forth in paragraph 6 of the enclosed Easement Agreement addresses your clients' concern that the Easement only continue for the period that service is required for the wireless telecommunications tower.

As has been previously discussed and noted to you in my prior correspondence, my client proposes a simple upgrade of the existing services to the referenced site. Verizon New England, Inc. will install new fiber optic telephone lines through the existing conduit to the leased parcel and my client will install a five (5) by four (4) foot cabinet on its leased parcel to effectuate the upgrade for its current tower tenants.

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www.dbc-law.org

FAX: (978) 569-1116

Francis A. DiLuna, Esquire

November 7, 2002

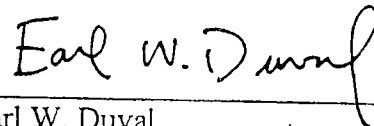
Page 2

I think that we can both agree that the necessity of a formal meeting with the respective clients is unnecessary. It was unfortunate that the unproductive nature of the initial discussions necessitated the preparation of such a comprehensive draft Complaint, but such action was essential to providing the impetus to your clients to seek the assistance of counsel. I think that we are now in a position to prepare an agreement that satisfies the needs and interests of all the parties involved.

After you have an opportunity to review the enclosed Easement Agreement with your clients, please contact me to discuss the enclosed document. I look forward to speaking with you. Thank you.

Very truly yours,

Duval, Bellone, Cranford & Celli, P.C.



Earl W. Duval
Attorney at Law

Enclosure

cc: Jeff Barbadora, Crown Atlantic Company, LLC
Jim Albiani, Crown Atlantic Company, LLC
File ✓

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **Guy A. McKay and Sheryll E. McKay, husband and wife**, as tenants by the entirety, having a mailing address of 181 Grant Street, Lexington, Massachusetts 02173 (hereinafter referred to as the "Grantor"), in consideration of the mutual covenants herein contained, hereby grants to **Verizon New England Inc.**, a New York corporation having its usual place of business at 185 Franklin Street, Boston, Massachusetts 02110, its successors and assigns, (hereinafter referred to as the "Grantee"), a non-exclusive right, privilege and easement for the sole purpose of locating, relocating, erecting, upgrading, constructing, reconstructing, installing, operating, maintaining, patrolling, inspecting, repairing, replacing, altering, extending, and/or removing underground telecommunication cables and lines for communication, microwave and/or electricity and any necessary manholes, handholes, equipment, poles, appurtenances and attachments incidental thereto for all the above purposes within, along, under and across the hereinafter described portion of Grantor's land.

Said Grantor's land is located on 982-988 Main Street in the Town of Acton, County of Middlesex, Commonwealth of Massachusetts and being described in a deed recorded with the Middlesex (South) County Registry of Deeds at Book 32911, Page 092.

1. The herein granted right and easement is more particularly described as that certain strip of land situated within and along the a portion of said Grantor's land for Grantee to install the necessary, cables, wires, conduit, equipment and facilities as described above to be owned, operated and maintained by said Grantee for the transmission and distribution of intelligence and communication by electricity or otherwise to specifically to serve the telecommunication tower, various equipment and equipment shelters located within Grantor's property, all as substantially shown on a sketch which is incorporated herein by reference, a copy of which is in possession of each party, (hereinafter "Easement Area"). It is also agreed that any cables, lines, equipment and appurtenant facilities and each and every part thereof, whether fixed to the realty or not, shall be and remain the property of the Grantee, its successors and assigns, as its interest appears.

2. It is agreed that the exact location of the facilities shall be established by the installation and placements of said facilities within said easement area. It is mutually agreed that the parties shall not unreasonably interfere with each other's use of the Easement Area. Grantor shall have the right to use the Easement Area herein granted for any purpose not inconsistent with the rights granted to Grantee hereunder.

3. Upon the request of the Grantor, Grantee agree to relocate the Easement Area and all facilities thereon or thereunder to another portion of Grantor's land, provided that (i) the proposed new easement area is reasonably adequate for the Grantee's purposes and is mutually satisfactory to both parties; and (ii) Grantor shall pay all costs of such relocation and obtain all necessary permits and approvals therefor.

4. If at any time Grantee shall do or cause to be done, and damage as the result of Grantee's construction, installation, excavation, maintenance, repair, replacement, reconstruction or relocation activities as permitted hereunder, Grantee, at its sole cost and expense, shall restore said damaged area to the same condition that existed just prior to such damage.

5. Grantee shall have the right of ingress and egress to pass by foot or motor vehicle of any type over the herein-mentioned premises of the Grantor insofar as the same is necessary for the purposes stated herein to exercise the rights set forth herein; provided that such passage shall not unreasonably interfere with Grantor's ingress and egress.

6. If and/or when telephone or telecommunication service is no longer required to serve the telecommunications tower, equipment and equipment shelters located within Grantor's premises, it is agreed that the Grantee shall notify the Grantor in writing, within ninety days of such occurrence. It is further agreed that the Grantee, as soon as possible thereafter shall execute and deliver unto the Grantor, a Release of Easement relinquishing and releasing any and all rights, privileges and easements granted hereunder.

7. The Grantee shall have the right to trim and cut trees and underbrush and, if necessary, completely remove trees and underbrush in the easement area to the extent necessary to operate and maintain the equipment and to prevent damage to the equipment or injury to Grantee's agents or employees, provided, however that the Grantee shall not use herbicides to clear vegetation.

8. Further, the Grantee shall have the right to connect the lines and equipment with the poles, conduits, cables and wires which are located or which may be placed upon and under the public ways or streets within, adjacent or contiguous to Grantor's land provided that the lines and equipment shall service Grantor's land only.

9. Any notice required to be given hereunder shall be mailed, certified mail, return receipt requested, or hand delivered, if to the Grantor at 181 Grant Street, Lexington, Massachusetts 02173 and if to the Grantee at Verizon New England Inc., Attn: Right of Way, 15 Chestnut Street, Worcester, Massachusetts 01609. The names and addresses may be changed by either party at any time by giving notice each to the other in the manner provided in the preceding sentence.

For Grantor's title, see deed from to Guy A. McKay to Guy A. McKay and Sheryll E. McKay dated May 22, 2001 and recorded with the South District Middlesex County Registry of Deeds at Book 32911, Page 092.

IN WITNESS WHEREOF, the said Guy A. McKay and Sheryll E. McKay have caused their respective signatures to be hereto affixed this _____ day of _____, 2002.

Guy A. McKay

Sheryll E. McKay

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss. _____, 2002

Then personally appeared the above named Guy A. McKay and Sheryll E. McKay who acknowledged the foregoing instrument to be their free act and deed, before me.

Notary Public

My Commission expires:

Exhibit 16

**DUVAL, BELLONE,
CRANFORD & CELLI, P.C.**
-ATTORNEYS AT LAW-

Earl W. Duval
E-mail: Earl@dbc-law.org

November 15, 2002

Francis A. DiLuna, Esquire
Murtha, Cullina, Roche, Carens & DeGiacomo
Attorneys at Law
600 Unicorn Park Drive
Woburn, MA 01801-3343

RE: Crown's North Acton Communications Site

Dear Attorney DiLuna:

On November 7, 2002, I mailed to you an Easement document that addressed the concerns that your client had previously expressed regarding the granting of an easement to Verizon New England, Inc. to upgrade existing telecom services to the wireless telecommunications facility at the referenced site.

Specifically, if service is no longer required for the wireless telecommunications facility the Easement document provided, in paragraph 6, for the delivery of a Release of Easement. The Easement provided further that herbicides would not be used to clear vegetation, which was a particular concern to your client.

I think that we can both agree that Crown has addressed each of the legitimate concerns that your client had previously expressed in our discussions of this matter. It is my client's strong desire to avoid costly litigation of this matter and therefore Crown is hopeful that your client will accept the most recent proposal.

Please call me to discuss this matter. I look forward to speaking with you. Thank you.

Very truly yours,
Duval, Bellone, Cranford & Celli, P.C.

Earl W. Duval
Attorney at Law

Enclosure

cc: Jeff Barbadora, Crown Atlantic Company, LLC
Jim Albiani, Crown Atlantic Company, LLC
Filey

TEL: (978) 569-1111

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100 FOOT OF JOHN STREET
LOWELL, MA 01852
www.dbc-law.org

FAX: (978) 569-1116

Exhibit 17

**DUVAL, BELLONE,
CRANFORD & CELLI, P.C.**

-ATTORNEYS AT LAW-

Earl W. Duval
E-mail: Earl@dbc-law.org

December 11, 2002

Francis A. DiLuna, Esquire
Murtha, Cullina, Roche, Carens & DeGiacomo
Attorneys at Law
600 Unicorn Park Drive
Woburn, MA 01801-3343

RE: Crown's North Acton Communications Site

Dear Attorney DiLuna:

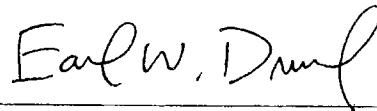
On November 15, 2002, I mailed to you follow up correspondence to an Easement document that was mailed to you earlier that same month. The Easement document provided for the upgrade of existing telecom services to the wireless telecommunications facility at the referenced site. The Easement document also included a provision for a release of the easement if service is no longer required for the wireless telecommunications facility and that herbicides would not be used to clear vegetation.

I think that we have reached an important crossroad in exploring alternative resolutions of this issue and need to determine if the parties will be able to resolve their differences without litigation. The fact that I have received no response to my prior attempts to facilitate a resolution of this matter does not provide my client with any level of assurance that there is a potential negotiated resolution to this matter.

Notwithstanding my client's frustration, it remains my client's strong desire to avoid costly litigation of this matter and therefore Crown is hopeful that your client will accept the most recent proposal or provide a reasoned counter-proposal.

Please call me to discuss this matter. I look forward to speaking with you. Thank you.

Very truly yours,
Duval, Bellone, Cranford & Celli, P.C.



Earl W. Duval
Attorney at Law

Enclosure
cc: Jeff Barbadora, Crown Atlantic Company, LLC
Jim Albiani, Crown Atlantic Company, LLC
File

TEL: (978) 569-1111

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Exhibit 18

MURTHA CULLINA LLP

A T T O R N E Y S A T L A W

600 UNICORN PARK DRIVE
WOBBURN, MASSACHUSETTS 01801-3343

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February 28, 2003

Daniel Klasnick,
Duval, Bellone & Cranford & Celli, P.C.
Boott Cotton Mills
100 Foot of John Street
Lowell, Massachusetts 01852

RE: Crown's North Acton Communications Site

Dear Dan:

Please be advised that all communications concerning Butterbrook Farm are to be directed to Guy McKay.

Very truly yours,

Francis A. DiLuna

FAD/mjf
cc: Guy McKay